Schedule 1
Technical Definitions

to

Request for Proposal
for the
Provision of IT Infrastructure Operations
and Managed Workplace Services
[UNHCR RFP/2018/1068]
(the “RFP”)

effective _____ 2018

between

The Office of the United
Nations High Commissioner
for Refugees

and Contractor

Table of Contents

1 INTRODUCTION 3
2 DEFINITIONS 3

1 Introduction

1.1. Unless the context otherwise requires, capitalized terms used but not defined in this Schedule 1 (Technical Definitions) shall have the meaning given to them in the Agreement.

1.2. In this Schedule 1, the following words and expressions shall have the meanings within, unless the context otherwise requires.

2 Definitions

2.1. "Abandonment Rate" shall mean the percentage of calls to the Service Desk that are not answered by a Service Desk agent during agreed service hours, excluding phone calls where the caller disconnected the call within 10 seconds of being received by the provider's ACD.

2.2. "Acceptance" shall mean written confirmation issued by UNHCR that the criteria for the successful completion of the testing to be performed are satisfied.

2.3. "Additional Resource Charges" or "ARC(s)" shall mean the additional charges for resource units exceeding the volume specified in the Infrastructure ARC-RRC Rates and Service Desk ARC-RRC Rates tables of Schedule 11 (Financial Provisions).

2.4. "Agreed Service Time" shall mean "agreed service time" as defined in ITIL.

2.5. "Agreement" shall mean the Master Services Agreement (MSA) and all schedules and appendices contained within.

2.6. **"**Approve(d)" or **"***Approval***"** means the written authorization by UNHCR for any consent, authorization, amendment, or other approval required under the Agreement.

2.7. "Approved Subcontractors" shall mean the entities or persons designated in Schedule TBD (Approved Subcontractors) which have entered into contracts with Contractor for the provision of the goods and services described therein and which shall be deemed to have obtained the prior written approval of UNHCR as required under the Agreement.

2.8. "Asset" means a physical device, virtual machine, or software license.

2.9. "Asset Management Completeness" shall mean the percent completeness and accuracy of data contained in the asset repository.

2.10. "At Risk Amount Percentage" is the maximum percentage of the At Risk Fees available to be applied to Service Level Credits.

2.11. "At Risk Fees" means the amount of the Supplier's monthly invoiced fees (total Baseline Fees for all contracted recurring Services).

2.12. "At Risk Pool Percentage" means a value ranging from zero (0) percent to one hundred and fifty (150) percent representing the size of the pool to be allocated across every Service Performance Category.

2.13. "Authorized Users" shall mean Requestors who are determined, using agreed criteria and methods, to be entitled to receive the Services from the Contractor.

2.14. "Automatic Call Distribution" or "ACD" shall mean a telephone system that provides automatic call routing and distribution services based on call volumes, schedules, and caller input via voice or number selections, and records metrics related to the calls in order to provide measurement data for call-related Service Levels.

2.15. "Availability" shall mean "availability" as defined in ITIL. Availability (expressed as a percentage) of infrastructure in scope = ((Agreed Service Time - Down Time) / Agreed Service Time) x 100%

2.16. "Average Call Duration" shall mean the amount of time Service Desk agents spend on each support phone call. Measured as an average (mean) of all call durations during the given reporting period.

2.17. "Average Customer Satisfaction Rating" shall mean the average score for all completed and submitted Customer Satisfaction Surveys submitted for Tickets that were resolved by the Service Desk. Measured as the average score, on a scale of 1 to 4 (1 being very dissatisfied, 2 being dissatisfied, 3 being satisfied and 4 being very satisfied) of all completed and submitted Customer Satisfaction Surveys.

2.18. "Average Speed to Answer" shall mean the time it takes a Service Desk Agent to answer a telephone call to the UNHCR Service Desk from the time the call is received by the Provider's ACD. The SLA required is based on an average (mean) of all calls received by the Service Desk, regardless of Service Location, caller location, day of the week, or time of day.

2.19. "Backup Timeliness" shall mean the time a backup request is initiated through backup completion. Z% = ((Tb – Tl) * 100) / Tb where Z = Percentage of on-time backups, Tb = Total backups and Tl = Total late or errant completions.

2.20. "Baseline Fees" shall mean the monthly recurring charges specified in the Baseline Fees table of Schedule 11 (Financial Provisions).

2.21. "Baseline Service Levels" shall mean the Service Level agreed to by the Parties and based on (i) the historical performance data provided by UNHCR or on the performance data collected by Contractor, in each case in accordance with Schedule 10 Appendix A (Service Level Tables), plus (ii) a premium that reflects the improvement in the performance of the Services by Contractor.

2.22. "Business Day" shall mean for each Service, an official working day of the week at the Site at which the Service is delivered, or where relevant (at UNHCR's sole discretion) an official working day of the week in Geneva, Switzerland.

2.23. "Calculation Base" shall mean, in relation to each Service Level, the calculation base for Service Credits, specified with respect to each such Service Level in Schedule 10 Appendix A (Service Level Tables).

2.24. "Call Centre(s)" shall mean the Contractor's teams who respond to Incidents and Service Requests made by telephone, e-mail, or via the ITSM Application which together constitute the Service Desk, as well as the facilities, technologies, applications, and tools used by the Contractor's teams.

2.25. "Call On-Hold Time" shall mean the average time spent on-hold (placed on-hold by a Service Desk Agent) for each telephone call to/from the Service Desk that is placed on-hold.

2.26. "Change Advisory Board" shall mean "change advisory board" as defined in ITIL.

2.27. "Change Control Procedure" shall mean the UNHCR published procedure for ITIL change management relating to the consideration of a proposed Change.

2.28. "Change Plan Response Time" shall mean the time taken for a Work Request to be fully analysed, estimated, and priced and a proposed change plan ready for presentation to the Change Advisory Board (CAB).

2.29. "Change Request Response Time" shall mean the time from when a Work Request is received at the Contractor, to the time the Contractor responds confirming to the originator that the Work Request has been assigned to the appropriate functional or technical resource and is being worked on.

2.30. "Change Request Implementation Status" shall mean the time from when a change implementation is completed, to the time the Contractor responds confirming to the originator that the Work Request has been executed.

2.31. "Configuration Management" shall mean "configuration management" as defined in ITIL.

2.32. "Configuration Management Completeness" shall mean the percent of major CI exceptions in Configuration Management System.

2.33. "Contact(s)" shall mean communication events between Service Desk Personnel and Authorized Users using the agreed Contact Methods.

2.34. "Contact Methods" shall mean telephone calls or e-mail communication used by Service Desk Personnel to communicate with Authorized Users as part of providing the Service Desk Services.

2.35. "Customer Satisfaction Plan" shall mean the agreed methods for measuring Authorized Users' satisfaction with the Service Desk Services provided by the Contractor including the methods for improving such satisfaction should it fall below the relevant Service Level Parameter.

2.36. "Customer Satisfaction Surveys" shall mean questionnaires that are sent to Authorized Users of the Service Desk to measure their satisfaction with the Service Desk Services. The content, method, and frequency of such questionnaires shall be agreed between the Parties during the Transition Phase.

2.37. "Criticality" shall mean "criticality" as defined in the Criticality-Priority table of Schedule 10 Appendix A (Service Level Tables).

2.38. "Data Centres" shall have the meaning given to it in Schedule 2 (Data Centre Platform and Network Management Services) for types and complexity.

2.39. "Deliverables" shall mean the items, materials, documents or works which are produced and/or delivered to UNHCR as outputs of the Services or otherwise pursuant to this Agreement (including any Statement of Work), and includes reports, users guides, operating procedures, the System, the Software and Custom Software.

2.40. "DIST" shall mean the Division of Information Systems and Telecommunications of UNHCR.

2.41. "Down Time" shall mean "down time" as defined in ITIL.

2.42. "Earn-back" shall mean the amount earned back by Contractor due to outstanding service level performance, in accordance with the mechanism to be agreed upon by the Parties pursuant to the Agreement.

2.43. "EM+S" shall mean Microsoft Enterprise Mobility and Security.

2.44. "End User Device" or "EUD" shall mean a desktop, laptop, tablet, or smart phone used by individuals entitled to End User Device support as defined in Schedule 5 (End User Devices Services), wherever they are located worldwide.

2.45. "Exit Assistance" shall mean services, material, and other assistance to be provided by the Contractor in accordance with this Agreement, Schedule 17 (Exit Assistance) and the Exit Plan.

2.46. "Exit Assistance Period" shall mean the period during which the Contractor provides Exit Assistance in accordance with Schedule 17 (Exit Assistance).

2.47. "Exit Plan" shall mean the exit plan prepared by the Parties in accordance with Schedule 17 (Exit Assistance).

2.48. "Fees" shall mean the charges set out in Schedule 11 (Financial Provisions), payable in consideration for the provision of the Services and the performance of the Contractor's other obligations under the Agreement.

2.49. "First Contact" shall mean, for a Ticket initiated via telephone, the telephone call to the Service Desk that initiated the request. For a request initiated via e-mail, the corresponding Ticket of which is created automatically in the ITSM application, First Contact shall mean the initial response from the Service Desk back to the Ticket Requestor, via telephone or via e-mail.

2.50. "First Contact Resolution" or "FCR" shall mean Tickets that are Resolved on First Contact.

2.51. "First Contact Resolution Rate" shall mean the Resolvable Tickets that are Resolved by the Service Desk during the First Contact between the Authorized User and the Service Desk.

2.52. "Fixed Price Project" shall mean a Statement of Work for which a fixed price is payable, as indicated in each Statement of Work.

2.53. "Global Service Desk" or "GSD" shall mean the organizational unit of the Division of Information Systems and Telecommunications (DIST) of UNHCR which provides first level support for all ICT services (including applications and infrastructure) at UNHCR.

2.54. "GSS" shall mean the General Services Section of the UNHCR Division of Financial and Administrative Management (DFAM).

2.55. "Hardware" shall mean physical devices or assets such as computers, peripherals or networking equipment. "UNHCR Hardware" shall mean those physical devices or assets owned by UNHCR. "Contractor Hardware" shall mean those physical devices or assets owned by Contractor.

2.56. "Hours of Operation" shall mean:

(a) 24/7 for Schedule 2 (Data Centre Platform and Network Management Services);

(b) 24/7 for Schedule 3 (Decentralized Server and Network Management Services);

(c) Business Hours (0700-1900) in the country of delivery for Schedule 4 (IMAC Services);

(d) Business Hours (0700-1900) in the country of delivery for Schedule 5 (End User Devices Services);

(e) 24/7 for Schedule 6 (Service Desk Services);

(f) Business Hours (0700-1900) in the country of delivery for Schedule 7 Telephony Services;

(g) Business Hours (0700-1900) in the country of delivery for Schedule 8 Video Conferencing Services;

(h) 24/7 for Schedule 9 Security Services;

2.57. "ICT" shall mean the Information and Communications Technology organization within UNHCR DIST.

2.58. "IMAC" (Install, Move, Add, and Change) shall have the meaning given to it in Schedule 4 (IMAC Services) for types and complexity.

2.59. "Impact" shall mean "impact" as defined in the Criticality-Priority table of Schedule 10 Appendix A (Service Level Tables).

2.60. "Incident" shall mean "incident" as defined in ITIL.

2.61. "Incident Management" or "Request Management" shall mean the processes set forth and agreed between the Parties for recording, tracking, resolving, escalating, and closing Tickets.

2.62. "Incorrect Assignments" shall mean the number and percentage of incidents incorrectly assigned to the wrong resolution group.

2.63. "Incorrect Resolution" shall mean the number and percentage of incidents, incorrectly resolved according to the User and requiring the Ticket to be re-opened.

2.64. "ITIL" shall mean the set of practices for IT service management known as the Information Technology Infrastructure Library (ITIL) 2011 edition, unless as otherwise expressly agreed between the Parties.

2.65. "Key Contractor Personnel" or "Named Contractor Personnel" shall mean the Contractor personnel identified in Schedule 15 (Contractor Personnel Provisions).

2.66. "Knowledge Base" shall mean the combination of all written, electronic documentation on all of UNHCR's IT systems, equipment, and IT services that is relevant for Resolving Tickets, for training Service Desk Personnel, and for otherwise providing efficient, effective Service Desk Services, along with any system used to store, retrieve and allow searching of such documentation.

2.67. "Level 1 (L1) Support" shall mean assistance provided by the Service Desk to Authorized Users to investigate, diagnose, and Resolve Tickets. This support level receives inbound requests through either telephone or via new, unassigned Tickets automatically created in the ITSM application. L1 is intended to be the first to acknowledge an incident or request. L1 support tracks tickets until successfully resolved. L1 engineers can implement basic, documented break- fix tasks along the lines of following a cookbook recipe. L1 personnel will typically escalate to an L2 resource and follow documented escalation procedures.

2.68. "Measurement Interval" means the period of time over which a Service Level is measured for compliance and verification purposes, as specified in Schedule 10 Appendix A (Service Level Tables).

2.69. "On-budget Project Completion" shall means actual project costs upon completion reported and compared to the forecasted project costs in the Statement of Work.

2.70. "On-time Project Completion" shall means actual project completion time reported and compared to the forecast project completion time contained in the Statement of Work.

2.71. **"**Outage**"** means a period during which a resource unit is unavailable or severely degraded for use in normal business operations by UNHCR.

2.72. "Partner Entity" shall mean any Related UN Entity, any UNHCR implementing partner or any other non-governmental organization designated by UNHCR.

2.73. "Party" shall mean each of UNHCR and the Contractor; and collectively they shall be referred to as the "Parties."

2.74. "Pass-Through Expenses" shall mean expenses that are for UNHCR-approved Services or products that are initially invoiced to Contractor on behalf of UNHCR and then invoiced to UNHCR.

2.75. "Pass-Through Ticket" shall mean a Ticket that the Service Desk has no obligation to make an attempt at resolving, but only has the obligation to receive, log, and assign to a predetermined resolution group via the ITSM application.

2.76. **"**Performance Indicator**"** means mechanisms by which activities are measured, reported and evaluated for success. Indicators defined for UNHCR service levels are listed below.

(a) "CPI(s)" means Critical Performance Indicators. Not meeting a CPI-designated service level results in the following actions: 1) Service Level Credits awarded to UNHCR; 2) escalation to a contracting officer; and 3) formal recovery plan;

(b) "KPI(s)" means Key Performance Indicators. Not meeting a KPI-designated service level results in the following actions: 1) escalation to a contracting officer; and 2) formal recovery plan; and

(c) "GPI(s)" means General Performance Indicators. GPI-designated service levels are for reporting purposes only.

2.77. "Personal Data" shall mean any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural, or social identity. For the avoidance of doubt, Personal Data shall include details of any and all refugees, potential refugees, and persons of concern to UNHCR.

2.78. "Personnel" shall mean Contractor personnel to work on the Services.

2.79. "Personnel Fill Rate" shall mean percentage of Personnel provided within the agreed timeframe (X * 100 / Y) where X: Number of Personnel provided within the agreed timeframe. Y: Number of Personnel requested within the agreed timeframe.

2.80. "PPE" shall mean a type of asset related to Property, Plant, or Equipment (as defined by IPSAS).

2.81. "Priority" shall mean "priority" as defined in the Criticality-Priority table of Schedule 10 Appendix A (Service Level Tables).

2.82. "Priority Service" shall mean increasing the severity level of the relevant Ticket, as per agreed methods, in order to effect a faster Resolution of the Ticket.

2.83. "Problem" shall mean "problem" as defined in ITIL.

2.84. "Problem Management, Root Cause Analysis Remediation Plan" shall mean the time taken for root cause analysis to be completed and an appropriate remediation plan to be proposed for the relevant Service Level and criticality.

2.85. "Project" shall mean any discrete Services relating to a discrete work project identified pursuant to an SOW.

2.86. "Reduced Resource Credits" or "RRC(s)" shall mean the credits for unused resource units below the volume specified in the Infrastructure ARC-RRC Rates and Service Desk ARC-RRC Rates tables of Schedule 11 (Financial Provisions).

2.87. "Request For Information" shall mean "request for information" as defined in ITIL.

2.88. "Request For Change" shall mean "request for change" as defined in ITIL.

2.89. "Request For Service" shall mean "request for service" as defined in ITIL.

2.90. "Requestor" shall mean any person who requests support from the Service Desk by calling the Service Desk or by initiating a request by e-mail (via the ITSM application).

2.91. "Report Default Notice" shall have the meaning given to it Schedule 10 (Service Level Requirements).

2.92. "Resolution Groups" shall mean entities, pre-defined by UNHCR, to which Tickets can be assigned within the ITSM application for Resolution.

2.93. "Resolvable" shall mean a Ticket that is capable of being Resolved by the Service Desk without being escalated to an individual or resolution group outside of the Service Desk, based on criteria agreed between the Parties. Pass-Through Tickets are not considered Resolvable.

2.94. "Resolve" or "Resolution" shall mean, as it applies to Incidents, the act of correcting the reported issue, or providing a suitable workaround solution or alternative option such that the issue is no longer a concern to the Authorized User. As the term applies to Service Requests, it shall mean the act of fulfilling the Service Request to the satisfaction of the Authorized User.

2.95. "Restoration Timeliness" shall mean the time a backup request is initiated through restoration completion. Z% = ((Tr – Tl) * 100) / Tr where Z = Percentage of on-time restorations, Tr = Total restorations and Tl = Total late completions.

2.96. "Retained Expenses" shall mean those expenses that UNHCR retains and pays directly for services, consumables, or assets.

2.97. "Scheduled Outage" or "Planned Outage" means the pre-planned, regularly-scheduled outage time frames developed within service management governance for maintenance, upgrades, enhancements, or changes to the Services.

2.98. "Service" or "Services" shall mean all services, responsibilities, processes, and/or functions to be provided by or on behalf of the Contractor that are set out, or referred to, in the Agreement.

2.99. "Service Credit" shall mean the credit for Service Failure which the Contractor will credit to UNHCR.

2.100. "Service Credit Allocation Percentage" means a value ranging from five (5) percent to twenty (25) percent representing the allocation of an individual CPI credit percentage to the Services Performance Category.

2.101. "Service Credits" shall mean the service credits set out in Schedule 10 (Service Level Requirements).

2.102. "Service Desk" shall mean the Contractor's Call-Centres that are responsible for providing the Service Desk Services within the discipline of IT service management (ITSM) as defined by the Information Technology Infrastructure Library (ITIL).

2.103. "Service Desk Personnel" shall mean the Contractor's staff who work on the Service Desk to provide the Service Desk Services.

2.104. "Service Failure" shall mean a failure to meet any of the Service Levels in accordance with the Agreement.

2.105. "Service Levels" or "Service Level Objectives" or "SLAs" or "SLOs" shall mean the defined, minimum standards of performance to which the Services are to be performed as set out in Schedule 10 Appendix A (Service Level Tables), as the same may be varied, added to or replaced from time to time by the Parties.

2.106. **"**Services Performance Category**"** is a services tower that will have CPI Service Level Credits allocated to it. The sum of the Service Level Credits allocated in every Service Performance Category cannot exceed the At Risk Pool Percentage. UNHCR can adjust the percentage allocated to the At Risk Percentage Pool in accordance with Schedule 10 (Service Level Requirements).

2.107. "Service Request" shall mean "service request" as defined in ITIL.

2.108. "Service Start Date" or "SSD" shall mean the date upon which a Service or Services is initiated.

2.109. "Site" shall mean a place at which the Services are to be provided. Sites outside of Headquarters are sometimes referred to as a "Field Office". "Sites" shall mean the UNHCR offices that are classified as locations other than those centralized Data Centres described in Schedule 2 (Data Centre Platform and Network Management Services).

2.110. "Site Core" shall mean infrastructure comprising equipment critical to the operation of the site, typically located in the site's server room, and consisting of edge devices, servers and other site shared components.

2.111. "Site LAN" shall mean infrastructure that comprises all other site equipment not part of the "Site Core."

2.112. "Software" shall mean computer programs in object code or source code together with any technical information and documentation necessary for the use of such programs and shall include Custom Software, Third Party Software, Contractor's Software, and Off-the-Shelf Software Packages.

2.113. "Stabilization Period" shall mean the agreed period of time from the completion of transition during which Service Credits shall not be applicable.

2.114. "Statement of Work" or "SOW" shall mean a document detailing certain Services to be provided by the Contractor and signed by authorized representatives of both Parties.

2.115. "STI" shall mean Serially Tracked Item(s) (as defined by IPSAS).

2.116. "Supported Non-IT Services" shall mean Service Requests and Incidents that are not related to UNHCR's IT systems but are agreed between the Parties as being included in the Service Desk Services.

2.117. "Surge Personnel" shall mean the Contractor's staff who are trained and knowledgeable in UNHCR's systems and the Service Desk processes and can adequately provide the Service Desk Services, but who may only work temporarily on the Service Desk in times of unusually and/or unexpectedly high call or ticket volume.

2.118. "System" shall mean the combination hardware, software, computer, and telecoms devices and equipment used by and/or supplied by the Contractor for the provision of the Services.

2.119. "Team Stability" shall mean: Resource Turnover Rate = (Number of Key Personnel attritions experienced (excluding mutually agreed exits between UNHCR and the Contractor and attritions due to Force Majeure Events) / Average number of Key Personnel members utilized) over a calendar year.

2.120. "Termination Fees" shall mean the one-time charges for termination of all services summarized in the Termination Fees tables of Schedule 11 (Financial Provisions).

2.121. "Third Party" shall mean any entity or person not a Party to this Agreement, including as "Third Parties" any UN Related Entities, members of the Contractor's Group, and Approved Subcontractors.

2.122. "Tickets" shall mean Incidents and Service Requests that are made to the Service Desk by Authorized Users and managed by the Service Desk according to the processes described in this Schedule 6 (Service Desk).

2.123. "Time and Material Project" shall mean a Statement of Work for which the pricing is calculated on a time and material basis, as indicated in each Statement of Work.

2.124. "Time to Assign" shall mean the time it takes a Service Desk Agent to assign a new ticket in the ITSM application that was auto-created by a user sending an e-mail to the UNHCR Service Desk.

2.125. "Time to Acknowledge" shall mean the average time it takes the Service Desk to accept or reject a ticket assigned to the Service Desk. This is measured as the elapsed time, during Service Desk hours of operation, between a ticket being assigned to the Service Desk and being accepted by a Service Desk Agent.

2.126. **"**Time to Resolve**"** for Incidents and Service Requests shall mean the time it takes to resolve a Ticket from the time the Ticket is created in the ITSM application according to the incident severity scale. For Tickets not resolvable at the Service Desk, this includes software and equipment break/fix or delivery, fixing failures, resolving problems, completing special diagnostic and returning the User to fully functional status where the time is measured from initial call or incident detection to problem resolution.

2.127. **"**Time to Respond**"** for Incidents and Service Requests shall mean the time the Contractor responds confirming to the User or Requestor that the Incident or Service Request has been assigned to an appropriate functional or technical analyst and is being worked on.

2.128. "Time to Update User Account" shall mean the time from receiving requests to add, change, or disable user accounts until the property changes are completed.

2.129. "Time to Unlock Account" or "Update/Reset User Account" shall mean the time from receiving requests to unlock accounts until the changes are completed.

2.130. "Tool" shall mean a software program employed in the monitoring, securing, enhancing, servicing, or development of the Services.

2.131. "Transition Fees" shall mean the one-time charges for transition services summarized in the Transition Fees tables of Schedule 11 (Financial Provisions).

2.132. "Transition Phase" shall mean the services which are intended to prepare the Contractor to successfully deliver the Services and transition the provisioning of Services.

2.133. "UNHCR" shall mean THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES of 94 rue de Montbrillant, 1202 Geneva, Switzerland ("UNHCR");

2.134. "UNHCR Data" shall mean all data, text, drawings, statistics, analysis, and other information embodied in any form relating to UNHCR or any User, including any Personal Data, and in each case which may be supplied by the Contractor, UNHCR, any User and/or which the Contractor (or any subcontractor) generates, collects, processes, stores, or transmits in connection with the Agreement.

2.135. "UNHCR Managed Services Provider" shall mean any Third Party to which UNHCR, by contract, delegates the management, operation or other use of the services related to information communications and telecommunications.

2.136. "UNHCR Material" shall mean all equipment, plant, hardware, and other material used for the purposes of this Agreement and provided by UNHCR and includes (i) the licensed internal code and other Software required to operate such material and (ii) all manuals, instructions, displays and other information relevant to such material.

2.137. "Urgency" shall mean "urgency" as defined in the Criticality-Priority table of Schedule 10 Appendix A (Service Level Tables).

2.138. "Unscheduled Outage" or "Unplanned Outage" means a Services outage that may result in credits to UNHCR and are incurred outside of the pre-planned, regularly scheduled time frames developed within service management governance for maintenance, upgrades, enhancements, or changes to the Services. Includes outages scheduled for emergency maintenance outside of regularly scheduled outage windows.

2.139. "User" shall mean anyone who uses, accesses, or is otherwise affected by or benefits from any Service provided under the Agreement.

2.140. "Warm Transfer" shall mean the act of transferring a telephone call from the Service Desk to another agent where the transferring agent remains on the phone line during the transfer and introduces the Authorized User to the live agent the call is being transferred to, briefly describes the nature of the Incident or Service Request, and describes any steps already taken to diagnose and Resolve the Ticket prior to completing the transfer of the call.

2.141. "Work Request" shall mean a request from UNHCR to Contractor requiring Infrastructure Development.

2.142. "Working Hours" shall mean for each Site normal working hours during Business Days as communicated from time to time by UNHCR to Contractor.